

DEED OF SALE OF FLAT

THIS INDENTURE OF SALE OF FLAT made this ____ day of November,
Two Thousand Twenty Four

BETWEEN

1. SRI ASHIS SINGHA,

S/o Sri Surja Kanta Singha

Of Boxibazar, Dakshinpara, P.O. – Midnapore, P.S. – Kotwali, Dist. –
Paschim Medinipur, PIN – 721101,

Occupation - Business

Nationality – Indian

PAN – BDDPS2523P

2. SRI SANJOY KUMAR SINGHA,

S/o Sri Surja Kanta Singha

Of Boxibazar, Dakshinpara, P.O. – Midnapore, P.S. – Kotwali, Dist. –
Paschim Medinipur, PIN – 721101,

Occupation - Business

Nationality – Indian

PAN – CJOPS3132G

Hereinafter referred to as the **FIRST PARTY OWNER** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their assigns, successors, executors and administrators

AND

S S DEVELOPERS,

Having office at Baxibazar,
Dakshinpara,
P.O. – Midnapore,
P.S. – Kotwali, Dist. – Paschim
Medinipur,
PIN – 721102,
represented by its Proprietor :-

SRI SANJOY KUMAR SINGHA,

S/o Sri Surja Kanta Singha

Of Baxibazar, Dakshinpara, P.O. – Midnapore, P.S. – Kotwali,

Dist. – Paschim Medinipur, PIN – 721101,

Occupation - Business

Nationality – Indian

PAN – CJOPS3132G

Hereinafter called the **VENDOR/DEVELOPER** on the second part which expression unless repugnant to the context shall mean and include heirs, successors in office, assigns, administrators and executors

AND

....., s/o

By Faith –, By Occupation –,

PAN No., Aadhaar No.

Of....., P.O. –,

P.S. –, Dist. – Paschim Medinipur,

PIN – 721 301

Hereinafter referred to as the **PURCHASER**(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his assigns, successors, executors and administrators)

WHEREAS:

A. Unless, in this Indenture, there is something contrary or repugnant to the subject or context:

- i) **SAID PREMISES / ULTIMATE PREMISES** shall mean **All That** the piece and parcel of land measuring measuring 3600Sq.ft. equal to 0.0826 Acre 0826 Dec. under R.S. Plot No. – 3522 corresponding to L.R. Plot Nos. 2991 within Mouza – Ballavpur, J.L. No. – 183 within P.S.- Kotwali, Dist.- Paschim Medinipur which is more fully and particularly mentioned and described in written **the First Schedule** hereunder written.
- ii) **CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or may in future agree to purchase from the Vendor and shall have taken possession of their respective units, including the Vendor for those units not so alienated or agreed to be alienated by the Vendor.
- iii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Building/Flat expressed or intended by the Vendor for common use and enjoyment by the occupants of the Building/Flat such as

passages, staircases of the Building/Flat along with their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises, entrance in the ground floor, Lift alongwith lift shaft and the lobby in front of them and Lift machine room, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers, public drain,**and shall include the Facilities** mentioned and specified in the **Third Schedule** hereunder written.

It is clarified that the Common Areas and Installations shall not include the ground floor of the Building/Flat which the DEVELOPER may from time to time express or intend not to be so included in the common areas and installations, with liberty to the DEVELOPER to use and enjoy the same for commercial and/or other purposes and to transfer or deal with the same as the DEVELOPER may deem fit and proper in its absolute discretion.

- iv) **COMMON EXPENSES** shall mean and include all costs charges expenses and remuneration for the maintenance management up keeping and administration of the premises and in particular the common areas and installations, rendition of common services in common to the co-owners and/or expenses for the common purposes including proportionate share in Municipal Taxes and other statutory charges relating to the land and building of the instant property (including those mentioned in the **Fourth Schedule** hereunder written).
- v) **COMMON PURPOSES** shall mean and include corridors, lift, staircase, passage, shafts, drain, septic tanks, electrical room and other space, spaces, terrace and facilities for the purpose of managing maintaining up keeping and administering the premises and in particular the common areas and

installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial exclusively and the common areas and installations in common and the housing complex in common.

- vi) **UNITS** shall mean all the flats / apartments / saleable spaces / constructed areas in the Building/Flat capable of being independently and exclusively held used occupied and enjoyed by any person **And** wherever the context so permits or intends shall include the Parking Space/s and/or terrace/s, if any, and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- vii) **PARKING SPACES** shall mean covered (Having roof only) common two wheeler parking space at a portion of the ground floor level of the said Premises / Ultimate Premises capable of being parked two wheelers therein or thereat. (Each of the Unit holder shall have the right to park one two wheeler each).
- viii) **SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the plinth area of such unit (including the thickness of the external and internal walls thereof and columns therein **Provided That** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit) **And** shall include (i) the proportionate share of the area of the staircase lobbies landings etc., of the Building/Flat be situate and (ii) the proportionate share of the areas of the other common areas and installations in the Building/Flat. For the purpose of registration concerned registrar charges 25% or as per

registration rule over carpet area as SBA and the Purchaser shall remain bound to abide by the same.

ix) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:

a) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the super built up area of the Purchaser's Flat may bear to the super built up area of all the Flats in the Block in which the Purchaser's Flat is situated;

b) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the Common Areas and Installations and the Purchaser's share in the Common Expenses is concerned, the same shall be in the proportion in which the **super built up area** of the Purchaser's Flat may bear to the **super built up area** of all the Flats in the Building/Flat;

PROVIDED THAT where it refers to the share of the Purchaser or any other Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

x) **SAID UNIT** shall mean the Flat, fully described in the **Second Schedule** hereunder written, **and wherever the context so permits** shall include the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the said Flat is situated as also in the Common Areas

and Installations (after completion of construction of the Block/Blocks as planned by the Vendor at the said Premises / Ultimate Premises) attributable to the said Flat, with right to use the same in common in the manner herein stated.

- xi) **MAINTENANCE COMPANY** shall mean any company, syndicate, society, association or body which may be formed by the Vendor for the purpose of taking over charge of the maintenance management and affairs of the Building/Flat and in particular the Common Areas and Installations thereat.
- xii) **MAINTENANCE IN-CHARGE** shall mean as follows:
Upon the Maintenance Company being formed and taking over charge of the acts relating to the Common Purposes shall mean the Maintenance Company and till such time the Maintenance Company takes over charge of the acts relating to the Common Purposes shall mean the either the Vendor or any person / body whom the Vendor may appoint to be in charge of the acts relating to the Common Purposes.
- xiii) **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 4 hereinafter or the date of expiry of the period specified in the notice by the Vendors to the Purchaser to take possession of the said Unit in terms of the said clause 4 irrespective of whether the Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.
- xiv) **ARCHITECTS** shall mean the Architects as may be appointed by the Vendor from time to time for the project;
- xv) **PLAN** shall mean the plan or plans as be caused to be prepared by the Vendor from time to time and sanctioned by the Midnapore Municipality for construction of the Building/Flat and shall also include sanctionable

modifications to each thereof and/or additions or alterations to each thereto as made and/or as may be made from time to time by the Vendor.

xiii) **SALE AGREEMENT** shall mean the Agreement being No.....dt.....entered into between parties and the same stands superseded by these presents.

B. The **VENDORS** became the owner of the '**said property**' and developed and constructed building over the same in the following manner: –

That the landed property measuring 3600Sq.ft. equal to 0.0826 Acre 0826 Dec. under R.S. Plot No. – 3522 corresponding to L.R. Plot Nos. 2991 within Mouza – Ballavpur, J.L. No. – 183 as in Schedule I below and hereinafter mentioned as "**Said Property**" is the subject matter of instant DEVELOPMENT AGREEMENT.

WHEREAS the "**Said Property**" along with other properties previously belonged to Manoj Kumar Das Mahapatra. While in possession he sold out the same in favour of Sri Swarup Kundu and others by a registered Deed of sale being No. 421/2004. They mutated their names with L.R.R.O.R. under Khatian Nos. 3074, 3075, 3076 and were paying rents to the State of West Bengal. While the said Swarup Kundu and others exercising their right, title, interest and possession in respect of the said property they sold out the same in favour of Ashis Singha and Sanjoy Kumar Singha i.e. by a registered Deed of sale being No. 6723/2009, registered before DSR – I, Paschim Medinipur and delivered possession. Thereafter they mutated their names with the State of West Bengal under Khatian No. 4496 and 4497. They also mutated their names with Midnapore Municipality and separate holding being No. 3025 was created in their names.

NOW the OWNER FIRST PARTY is the owner of 50 % and DEVELOPER SECOND PARTY is owner of rest 50% of landhaving good valid right, title and interest and are possessing in the schedule properties by paying Government Rent and Municipal Taxes against receipt till day. That the landed property measuring 3600Sq.ft. equal to 0.0826 Acre 0826 Dec. under R.S. Plot No. – 3522 corresponding to L.R. Plot Nos. 2991 within Mouza – Ballavpur, J.L. No. – 183 as in Schedule below and hereinafter mentioned as **“Said Property”** is the subject matter of instant DEVELOPMENT AGREEMENT.

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NOW the OWNER FIRST PARTY No.1 being the owner of 50 % of the **“Said Property”** entered into a Development Agreement being No. 2236/2024 with the DEVELOPER SECOND PARTY who happens to be owner of remaining 50% share in the **“Said Property”**. In addition to the same a

registered Power of Attorney being executed being No. 2238/2024.

- C. **By and in terms of the Sale Agreement**, the Purchaser agreed to purchase and acquire the completed said Unit and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents.
- D. The possession of the said Unit has been delivered by the Vendor to the Purchaser, which the Purchaser acknowledges to have duly received to its full and final satisfaction
- E. At the request of the Purchaser, the Vendor is now conveying in favour of the Purchaser herein the said Unit.
- E. At or before the execution hereof, the Purchaser has fully satisfied himself as to:
 - (i) the right, title and interest of the Vendors to the said Premises / Ultimate Premises and accepted the same to be free from all encumbrances whatsoever;
 - (ii) the workmanship and quality of construction of the said Unit and the Building/Flat constructed so far, the structural stability of Building/Flat constructed so far and other structures and the various installations and facilities in or for Building/Flat for the common use and enjoyment;
 - (iii) the total area comprised in the said Unit;
 - (iv) the plans sanctioned and/or to be sanctioned by the authorities and also as regards the validity and all other aspects thereof;
 - (v) in case at any time any additional constructions in and around the building are undertaken by the Developer, then the Vendor/Developer shall be entitled to construct and deal with the same, to which the Purchaser hereby consents and shall not raise any objection with regard thereto, including with regard to

the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs.**/-

(Rupees.....Only) paid by the Purchaser to the Vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge) the Vendor doth hereby grant, sell, convey, transfer, release, assign and assure unto and to the Purchaser **All That** the said Unit, fully mentioned and described in the **Second Schedule** hereunder written **Together With** proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Purchaser **Together With** proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and **Together With** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **Schedule** hereunder written **To Have And To Hold** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **with all rights of transfer by sale, gift or otherwise.**

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The Vendor has good transferrable right over the property.
- ii) The Vendor after completion of construction and sale of the entire building /flat and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents the title deeds in connection with the said Premises / Ultimate Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:

- 1. The Purchaser so as to bind himself to the Vendor and the other Co-owners and so that this covenant shall be for the benefit of the said building /flat and other units therein and every part thereof hereby covenants with the Vendor and with all the other Co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein, including those mentioned hereunder.
- 2. The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor on account of any bad workmanship or inferior quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit.
- 3. Notwithstanding anything elsewhere to the contrary herein contained, the Purchaser shall regularly and punctually pay to the Maintenance In-Charge, with effect from the date hereof and/or from the date of delivery of possession of the said Unit by the Vendor to the Purchaser, whichever be earlier.
- 4. After completion of construction of the Building at the said Premises / Ultimate Premises, the Purchaser shall apply for and obtain at his own costs separate assessment and mutation of the

said Unit in the records of municipality / other concerned authorities, if and as permissible.

5. **Purchaser's acknowledgements, covenants and assurances:**

Notwithstanding anything elsewhere to the contrary contained herein or in the Sale Agreement, the Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in case the Vendor decides to have the any portion of the ultimate Premises to be separated and separately assessed and renumbered, thereby creating one or more independent and distinct premises / properties, and shall fully co-operate with the Vendor with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Vendor from time to time.

- 6.1 The Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in construction or completion of construction of or in the Building or other parts of the said Premises / Ultimate Premises (including one or more Blocks and horizontal or vertical extension) to be constructed by the Vendor/Developer as dealt with herein(notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Building or the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with herein, or the sale or transfer of the other Units and other areas and spaces in the Building and the said Premises / Ultimate Premises, including one or more Blocks or vertical or horizontal extension to be constructed by the Vendor/Developer as dealt with herein, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Vendor/Developer is restrained from construction or development of the Building or the said Premises / Ultimate Premises, including one or more Blocks or vertical and horizontal

extension to be constructed by the Vendor/Developer as dealt with herein, or in the sale or transfer of the other Units and other areas and spaces in the Building and the said Premises / Ultimate Premises, including one or more Blocks or vertical and horizontal extension to be constructed by the Vendor/Developer as dealt with herein, then and in that event without prejudice to such other rights the Vendor/Developer may have, the Purchaser shall be liable to compensate and also indemnify the Vendor/Developer for all losses damages costs claims demands actions proceedings consequences suffered or incurred by the Vendor/Developer. For all or any of the purposes aforesaid, the Purchaser shall fully co-operate with the Vendor/Developer with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Vendor/Developer from time to time.

- 6.3 Save the said Unit, the Purchaser acknowledges that the Purchaser has no claim nor shall make claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises / Ultimate Premises.
- 6.4 The Purchaser shall not claim any right over and in respect of any open land at the said Premises / Ultimate Premises (including side and back open spaces) or in the parking areas or open roof or any other open or covered areas of the Building and the said Premises / Ultimate Premises reserved or intended to be reserved by the Vendor for its own exclusive use and enjoyment and not meant to be a common area or portion, as also dealt with elsewhere herein, and not to obstruct any development or further development or additional construction which may be made by the Vendor/Developer thereat or on any part thereof. The Purchaser shall also not claim any right over and in respect of or object to the

various rights properties benefits advantages and privileges reserved by the Vendor/Developer as dealt with herein.

6.5 The Purchaser shall not have any objection if further construction or extensions will made by the DEVELOPER or VENDORS in the roof of the building.

7. **Rights of the DEVELOPER:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

(a) The Developer shall always be entitled to construction and completion of construction of other parts of the said Premises / Ultimate Premises,

(b) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Developer shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises / Ultimate Premises lawfully, including by construction of one or more Blocks as elsewhere herein stated and/or by way of raising further story or stories on the roof for the time being of the existing Blocks and the further / additional Blocks and to do all acts deeds and things and make all alterations and connections (including to connect and make available all utilities facilities and amenities, including those mentioned in the **Third Schedule** hereunder written as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Developer in its absolute discretion may think fit and proper and the proportionate share of the Purchaser in the land underneath the concerned Block and also in the common areas and installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to nor to claim refund or reduction of the consideration and other

amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Developer and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor.

- (c) The Developer shall always be entitled to set up or allow any person or body to set up at any time mechanized or masonry parking on any part of the land/open space of the said Premises / Ultimate Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer or otherwise dispose of the same to any person or persons in whole or in parts and on such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Developer may deem fit and proper;
- (d) The Developer shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the said Premises / Ultimate Premises and also the covered spaces in the ground floor of the Building / said Premises / Ultimate Premises in such manner as the Developer shall in its absolute discretion think fit and proper.
- (e) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Building / said Premises / Ultimate Premises or the roofs/terraces at different floor levels attached to any particular unit/s or parking spaces at the said Premises / Ultimate Premises or other open and covered spaces at the said Premises / Ultimate Premises and the Building and the Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to

deal with the same in any manner and to any person and on any terms and conditions as the Developer, in its absolute discretion shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor exclusively.

8. The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the prior consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land and the Purchaser shall not claim any right of preemption in respect of any subsequently transferred unit in any manner.
9. The Building shall bear the name “**Sudarshan Residency**”, unless changed by the Vendor from time to time in its absolute discretion.
10. The Purchaser agrees and covenants to become member and/or shareholder, as the case may be, of the Maintenance Company, without raising any objection whatsoever and also abide by all the rules regulations restrictions and bye-laws as be framed and/or made applicable by the Vendor and/or the Maintenance Company for the common purposes and shall also sign and execute all papers, documents and applications and do all the necessary acts deeds and things in connection therewith. The voting rights of the Co-Owners in the Maintenance Company and also in all matters related to the common purposes shall be equivalent to one Vote for each flat.
11. In case the Vendor and/or any person or persons nominated, appointed and/or authorized by the Vendor is the Maintenance In-charge, the Purchaser shall not hold the Maintenance-in-charge liable for rendering any accounts or explanation of any expenses

incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance Company shall remain liable to indemnify and keep indemnified the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Maintenance Company.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the entire land and area of development)

ALLTHAT piece or parcel of Bastu land measuring 0.0826 acres equivalent to more or less 0.0826 acre lying at Mouza-Ballavpur, J.L. No.183, A.D.S.R. Sadar Paschim Midnapore, P.S. Midnapore comprised in R.S. Plot No. 3522 corresponding L.R. Plot No. 2991, R.S. Khatian Nos. 1086, L.R. Khatian Nos. 4496, 4497. Holding No.3025, Sujagunj, Ward No. 18, within the limit of Midnapore Municipality, District- Paschim Midnapore, and Pin Code No.721101

Butted and bounded

To the North : D-no Sub-Plot (Vacant)

To the South : Property of Swapna Banerjee

To the East : 10 ft. wide road

To the West: Plot No. 3521

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Flat)

ALL THAT piece and parcel of being **Flat No.‘....’**on the **.....Floor** containing an area of more **or less**Sq. Ft. of **Carpet** area (..... sq. ft. of super built up area) the same a little more or less consisting of(.....) bed rooms, (.....) Drawing-cum Dining, (.....) Kitchen,(.....) toilets bathroom&..... (.....) Balconies of the BUILDING/APARTMENT known as ‘.....’

TOGETHER WITH undivided impartible proportionate share or interest in the land comprised in the said premises more fully described in the FIRST SCHEDULE **herein above written along with RIGHT TO PARK ONE TWO WHEELER along with all sorts easement right of common passage and all common facilities, common area.**

As shown in the map annexed

Narration for 4 wheeler Parking Space / Right;

In the instant building there has provision of four wheeler parking.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Facilities)

- a) Passages, entrance and exit gates of the said Premises / Ultimate Premises.
- b) Staircase & landings and entrance in the ground floor.
- c) Lift with lift shaft and the lobby in front of them on the ground floor and Lift machine room.

- e) Overhead Water Tanks, Water supply system, water bore-well and submersible pump.
- f) Rain water pipes, waste water pipes and sewerage evacuation pipes from the units to drains, soak-pits and sewers common to the Building/Flat and from the Building/Flat to the municipal public drain. Soil lines and septic tank on the ground floor.
- g) Electric Wiring, conduits and fittings that are installed in the parking area, staircase, boundary wall and other place (except those that are exclusive to any particular unit).
- h) Two wheeler parking space earmarked for the same purpose. (Each of the Flat owners shall have right to park one normal size two wheeler)

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the said Building/Flat and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/Flat and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said Premises / Ultimate Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises / Ultimate Premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers etc., if and as applicable) including their bonus, other emoluments, benefits etc.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises / Ultimate Premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Building/Flat and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Consideration)

The consideration paid by the Purchasers to the Vendor/Developer for sale of the said Unit is as follows:-

Total consideration money for the property / rights transferred and/or granted by this indenture as mentioned in the **Second Schedule** hereinabove written

Rs./- **(Rupees**
..... **Only**

Note-1:

Service Tax as applicable from time to time shall also be paid by the Purchaser to the Developer separately.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

As a matter of necessity, the ownership and enjoyment of the said Unit by the Purchaser shall be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchaser binds himself under the covenants and rules to be decided by the maintenance authority from time to time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Specifications of Construction)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be of standard quality and advice of the architect and include the following:

- A. General:** The building shall be R.C.C framed structured design of Architect with good quality M.S. rods.
- B. Brick Work:** 200mm. thickness Brick work shall be done on outside walls with First class bricks in Cement- sand Mortar 125mm. thick

inside partitioned walls between the Flats and first class bricks wall be done in Cement- sand Mortar as necessary.

C. Flooring skirting: All room, verandah and kitchen will be lid vitrified tiles.

D. Plastering: The outer side, inner side and the ceiling plaster of the building will be of standard thickness and putty to be provided in bed rooms, living rooms, toilet, kitchen and verandah.

E. Painting: All internal surfaces to be plastered with cement sand mortar and finished with putty. All external walls to be plastered with waterproof cement and mortar and painted with exterior paint.

Doors: Door Frames shall be of standard quality and Doors shall be 32mm. thick Flush Door with steel hinges.

F. Windows : Shall be of sliding Aluminum windows with glass panels and integrated M.S.Grills.

G. Toilets and Kitchen:

Toilet:

- i. In toilets ceramic tiles floor and dado upto 6 ft. height.
- ii. European White Commode with Cistern one tap of Standard make.
- iii. Shower, tapes, towel rail shall be provided.

Kitchen :

Black Stone kitchen slab in kitchen and upto 2 ft. height Glazed tiles over kitchen slab.

One sink, One tap of standard make.

H. Electrical Installations:

- i. 25 electric points shall be done in each flat by the developer.

I. Extra work: All extra work other than the standard specification shall be entertained by Developer and charged at a rate as per PWD schedule before starting of the said extra work. No outside contractor will be allowed to execute the said extra work till the possession of the flat in question is handed over to the Owners. Entire payments towards such extra work shall have to be made in full before proceeding with the said extra work.

J. Water Supply:

- i. Overhead reservoir will be provided at the top floor of the building through boring.
- ii. Connected internal lines as necessary in Kitchen, toilet and suitable electrical pump with motor will be installed to deliver water to overhead reservoir from ground floor reservoir.

K. Roof: Roof of top floor shall remain, common for all the flat owners. The roof of top floor cannot be used for bathing, washing of clothes and / or utensils by any of the flat owners.

RECEIPT AND MEMO OF CONSIDERATION:

Received of and from the within named Purchaser the within mentioned sum of **Rs./- (Rupees)** only on different dates being the consideration in full under these presents by cheques / pay orders / demand drafts and/or in cash.

For M/S SS DEVELOPERS

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED SEALED AND
DELIVERED** by the within
named **PURCHASER**

**SIGNED SEALED AND
DELIVERED** by the within
named **VENDOR**

**SIGNED SEALED AND
DELIVERED** by the within
named **VENDOR AND
DEVELOPER**

Witnesses to all signatories
above:

1)

2)

Drafted by:

Advocate

This Deed of Sale consists of (.....) Pages
including 1(one) Stamp Paper and (.....) Demi
Pages and 1(one) extra page for finger impressions.